


**LAMBDA FURTHERANCE B.V.**

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## LAMBDA FURTHERANCE B.V. GENERAL TERMS AND CONDITIONS OF SALE

1. Title, Risk of Loss, Terms. Unless otherwise agreed, Lambda Furtherance b.v shall arrange for shipment of product by common carrier to BUYER's facilities. Title to and risk of loss on product sold hereunder shall pass to BUYER upon Lambda Furtherance b.v's tender of delivery of product to BUYER at the F.O.B. shipping point unless stated otherwise in sales agreement. Lambda Furtherance b.v shall invoice BUYER on or promptly after the date of each shipment hereunder. Terms of payment shall be net 30 days; provided, however, Lambda Furtherance b.v reserves the right to change payment terms if payments are not made on a timely basis. Lambda Furtherance b.v reserves the right to refuse, delay or cancel order requests and shipments and/or terminates all contractual obligations on the basis of BUYER's credit worthiness with no liability to Lambda Furtherance b.v whatsoever.

2. Force Majeure. In the event of the occurrence of contingencies beyond the reasonable control of either or both of the parties, including without limitation, war, fire, explosion, flood, strike, labor disputes, accident, breakdown, emergency repair or maintenance, riot, act of governmental authority, acts of God, or any other event interfering with the production, supply, transportation, or consumption of the goods sold hereunder, or with the supply or consumption of any raw material used in connection therewith, the obligations of the parties to perform hereunder shall be suspended, and quantities so affected may be eliminated from the contract without liability. The party invoking Force Majeure hereunder shall give prompt notice of, and utilize best efforts to terminate or remove, the Force Majeure conditions.

3. Allocation. If, for reasons of Force Majeure or otherwise, Lambda Furtherance b.v is unable to supply contract quantities of product to all its customers, Lambda Furtherance b.v may satisfy its obligations under this Agreement by allocating to BUYER, in any commercially reasonable manner, its proportionate share of Lambda Furtherance b.v's available supply of product, based on the aggregate annual contract obligations and delivery commitments of Lambda Furtherance b.v to all of its then-current product customers.

4. WARRANTY. LAMBDA FURTHERANCE B.V. HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING THE PRODUCT SUPPLIED HEREUNDER OTHER THAN (i) THE PATENT WARRANTY SET FORTH IN PAR. 7, (ii) WARRANTY OF TITLE AND (iii) WARRANTY THAT THE PRODUCT SHALL CONFORM TO THE QUALITY AND SPECIFICATIONS STATED HEREIN. IN NO EVENT SHALL LAMBDA FURTHERANCE B.V. BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN.

5. Product Risk. BUYER acknowledges that it has been adequately warned by Lambda Furtherance b.v of risks associated with handling, using, transporting, storing and disposing of the product, including without limitation those risks set forth in Lambda Furtherance b.v's Material Safety Data Sheet ("MSDS") for the product. BUYER affirms that it shall maintain compliance with all safety and health related governmental requirements concerning the product purchased hereunder and shall take all reasonable precautions to inform its employees, agents, contractors and customers of any risks associated with the product, including without limitation dissemination of pertinent information contained in the MSDS.

6. Indemnification. Buyer shall indemnify, defend and hold Lambda Furtherance b.v, its affiliates and their respective directors, officers, employees, agents, successors and assigns harmless from and against any damages, judgments, claims, suits, actions, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees) resulting from any third-party claims or suits arising out of or connected with (a) Buyer's further use, handling, distribution, marketing or sale of the product sold to Buyer (except to the extent caused solely by Lambda Furtherance b.v's negligent acts or omissions or willful misconduct in its performance of the conditions set forth in this Agreement or the manufacture or labeling of the material), (b) Buyer's material breach of any of its representations or obligations hereunder, (c) Buyer's negligent acts or omissions or willful misconduct and/or (d) any proceeding instituted by or on behalf of a third-party based upon a claim that the goods or the production, use or sale of the goods infringes a United States patent or any other IP rights (except where such infringement claim is based upon intellectual property owned by Lambda Furtherance b.v as of the commencement of this Contract.

7. Patents. Lambda Furtherance b.v warrants that the manufacture and sale of the product delivered hereunder will not infringe any claim of any United States patent covering the product itself, but Lambda Furtherance b.v does not warrant against infringement by reason of the use thereof alone or in combination with other material or in the operation of any process.

8. Technical Assistance. Technical assistance, if any, furnished by Lambda Furtherance b.v in connection with the sale of product hereunder shall be furnished for the accommodation of BUYER; and BUYER assumes all liability for the proper receipt and application of such information, utilizing BUYER's own technical expertise and know-how. BUYER shall indemnify and hold Lambda Furtherance b.v harmless from and against any claims, demands, or liability arising out of or in connection with BUYER's receipt and/or use of any technical assistance furnished by Lambda Furtherance b.v.

9. Claims. Lambda Furtherance b.v may recover from BUYER for each shipment hereunder as a separate transaction, without reference to any other shipments. BUYER shall be responsible for inspection of product upon receipt from Lambda Furtherance b.v to insure conformity with stated specifications. All claims regarding product included in a shipment made hereunder will be deemed waived by BUYER unless written notice thereof shall be given to Lambda Furtherance b.v within fourteen (14) days after the arrival of such shipment at BUYER's facilities, or until the moment of process conversion by BUYER or its transferee, whichever is earlier; and in no event shall Lambda Furtherance b.v's liability with regard thereto exceed the sum of the purchase price, plus delivery costs, attributable to the specific delivery as to which such claim is made.

10. Taxes/Customs. BUYER shall reimburse Lambda Furtherance b.v for all taxes, customs duties, excises, or other charges hereafter imposed or increased which Lambda Furtherance b.v may be required to pay to any government (federal, state, or local) and which are levied directly upon, or measured directly by, the sale, production or transportation (a) of product supplied hereunder or (b) of raw materials utilized by Lambda Furtherance b.v in the production of product supplied hereunder.

11. Governing Law. This Agreement shall be governed by the laws of the State of the Netherlands. Any litigation between the parties shall be brought and maintained exclusively in a state or federal court located in 's-Gravenhage Netherlands.

12. Assignability. Neither party may assign this Agreement without the consent of the other, which consent shall not unreasonably be withheld.

13. Entire Contract/Amendment. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no understandings or warranties, express or implied, except as set forth herein. No modification shall be effected by the acknowledgement or acceptance of purchase orders, invoices, shipping documents, order confirmations, or other forms or documents containing terms or conditions at variance with or in addition to those set forth herein. This Agreement may be amended only by mutual agreement in writing, duly signed by authorized representatives of both parties.

14. Separability/Waivers. The terms and conditions of this Agreement shall be deemed to be separable. If any part thereof is held to be invalid for any reason, the other terms and conditions hereunder shall remain in full force and effect. Lambda Furtherance b.v's waiver of any breach, or failure to enforce any of the terms and conditions, of this Agreement shall not be deemed to affect, limit or waive Lambda Furtherance b.v's right thereafter to require compliance with the terms and conditions hereof.

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